



2

CITY OF DANBURY
FIRE DEPARTMENT
19 NEW STREET
DANBURY, CONNECTICUT 06810

T.J. Wiedl
Fire Chief

Phone 203-796-1555
Fax 203-796-1533

April 21, 2016

Dear Council Members:

For many years Danbury Hospital has permitted the City of Danbury to maintain antennas and related lines, transmitters, receivers and associated equipment on hospital property. All of this equipment is vital to our coordinated communications system operation, linking our police, fire and public works departments as they provide public safety services to the residents of the City of Danbury. Although the city and the hospital have addressed this need informally in the past, the time has come for a formal lease to be put in place.

Over the last few months, representatives of the city and the hospital have negotiated a proposed five year lease, under the terms of which the hospital has generously agreed to accept only minimal rent. A draft is enclosed for your review. Also enclosed you will find a resolution that, if adopted, would allow Mayor Mark D. Boughton to execute the lease on behalf of the city.

Please review and approve the attached resolution at your convenience.

Sincerely,

Chief T. J. Wiedl
Danbury Fire Department



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____A.D. 2016

RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANBURY

WHEREAS, for many years Danbury Hospital has permitted the City of Danbury to maintain antennas and related lines, transmitters, receivers and associated equipment on hospital property; and

WHEREAS, said equipment is vital to the city's coordinated communications system operation, linking police, fire and public works departments as they provide essential public safety services to the residents of the City of Danbury; and

WHEREAS, while the City and Danbury Hospital have addressed this need informally in the past, it is appropriate that the parties enter into a formal lease allowing for the continuation of this long-standing arrangement; and

WHEREAS, the terms of such a lease have now been preliminarily negotiated between the parties, subject to the approval of the City Council; and

WHEREAS, a copy of the draft lease is attached hereto as Exhibit A; and

WHEREAS, the execution of the foregoing lease by the City and Danbury Hospital would formalize the rights and responsibilities of the parties and be in the best long-term interest of the residents of the City.

NOW, THEREFORE BE IT RESOLVED THAT Mayor Mark D. Boughton be and hereby is authorized to execute said lease on behalf of the City of Danbury and to take such additional action, consistent with the terms of this resolution, as may be necessary to effectuate the purposes hereof.

COMMUNICATIONS SITE LEASE AGREEMENT

This COMMUNICATIONS SITE LEASE AGREEMENT (hereinafter referred to as the "**Agreement**") is entered into as of the ____ day of _____, 2016 (hereinafter referred to as the "**Effective Date**"), by the City of Danbury, a municipal corporation organized and existing under and by virtue of the laws of the State of Connecticut and having an office and place of business located at 155 Deer Hill Avenue, Danbury, Connecticut 06810, acting herein by Mark D. Boughton, its Mayor, hereunto duly authorized (hereinafter referred to as the "**Tenant**") and **The Danbury Hospital**, a nonprofit, nonstock Connecticut corporation with an address of 24 Hospital Avenue, Danbury, Connecticut 06810 (hereinafter referred to as the "**Owner**" or "**Landlord**").

WITNESSETH:

WHEREAS, the Tenant provides public safety services to the residents of the City of Danbury, including but not limited to emergency services provided by its police, fire and public works departments; and,

WHEREAS, essential to the provision of said services is a coordinated communication system, including utility lines, transmission lines, antennas, transmitters, receivers and associated equipment, facilities and structures that ideally would be situated in a location or locations that maximize the effectiveness and efficiency of said system; and,

WHEREAS, the Landlord owns property that is suitable for the placement of said equipment and facilities; and,

WHEREAS, the Landlord is willing to offer to lease certain premises to the Tenant for said purposes and the Tenant is willing to lease said premises from the Landlord, all in accordance with the further provisions hereof.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Owner owns a parcel of land (hereinafter referred to as the "**Land**") and a building (hereinafter referred to as the "**Building**") located at 24 Hospital Avenue in the City of Danbury, County of Fairfield, and State of Connecticut. The Building and the Land are collectively referred to herein as the "**Property**." Owner hereby leases to Tenant and Tenant leases from Owner approximately 85 square feet of space in the Building together with 12 square feet of space on the roof of the Building and together with reasonable access at all times during the term hereof over the Land and through the Building as well as all utility easements necessary or desirable therefore (hereinafter referred to collectively, as the "**Premises**") as described in Exhibit A annexed hereto.

2. Effective Date/As-Is. This Agreement shall be effective on the Effective Date. Tenant accepts the condition of the Property on an "AS IS" basis without any obligation on the part of Owner to prepare the Property prior to Tenant's entering as permitted hereunder. It is expressly understood that no representations have been made by Owner as to the condition of the Property or the safety thereof and that Tenant agrees and hereby does accept all risk of loss, damage, or injury to persons or property which may result from the permission granted hereunder and from Tenant's entry and use of the Property. Tenant assumes all responsibility for any damage it causes to such improvements and other property as may be located on the

Property. Prior to the Effective Date, Tenant shall provide evidence of insurance as required below in Paragraph 12.

3. **Term.** The term of Tenant's tenancy hereunder shall commence upon the Effective Date and shall terminate on the fifth (5th) anniversary of the Effective Date (the "Initial Term") unless otherwise terminated as provided herein. After the Initial Term, this Agreement shall automatically renew for successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein.

4. **Rent.** On the Effective Date and on the first day of each Renewal Term, Tenant shall pay to Landlord as rent One and 00/100 Dollars (\$1.00) (hereinafter referred to as the "Rent"). Rent shall be payable to Landlord at The Danbury Hospital, 24 Hospital Avenue, Danbury, CT 06810; Attention: Accounting.

5. **Use.** From and after the Effective Date, the Tenant may use the Premises for any lawful activity in connection with the provision of communications services. Landlord agrees to cooperate with Tenant, at Tenant's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises.

6. **Facilities; Utilities; Access.**

(a) Tenant may, upon Landlord's review and approval, construct, erect, maintain, test, replace, remove, operate and upgrade on the Premises communications facilities, including without limitation utility lines, transmission lines, an air conditioned equipment room in or on the roof of the Building, electronic equipment, transmitting and receiving antennas, and supporting equipment and structures therefore (hereinafter referred to as the "Tenant Facilities"). In connection therewith, Tenant shall do all work necessary to prepare, maintain and alter the Premises for Tenant's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. Tenant is expressly prohibited from any construction involving penetration of the roofing surface without Landlord's consent, such consent to be in Landlord's sole and personal discretion. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its installation and use of the Tenant's Facilities, including, without limitation, obtaining all building and zoning permits or approvals required for the same. Tenant will keep Tenant Facilities and the Premises in good condition and repair. Tenant shall submit copies of the site plan and specifications to the Landlord for prior approval for the installation or any modification of Tenant Facilities (including a listing of all equipment being used), which approval shall be subject to Landlord's reasonable approval. Landlord shall give such approval or provide Tenant with its requests for changes within ten (10) business days of Landlord's receipt of Tenant's plans. Landlord acknowledges that all work performed by Tenant prior to the Effective Date has met the requirements of this section relating to plan review and approval. Landlord shall not be entitled to receive any additional consideration in exchange for giving its approval of Tenant's plans. Tenant shall hold title to the Tenant Facilities and all of the Tenant Facilities shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove the Tenant Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, and Tenant shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Tenant shall remove the Tenant Facilities from the Property and repair any damage caused by Tenant during such removal. Tenant acknowledges that until such time as all of Tenant Facilities are removed from the Premises, Tenant shall continue to owe and pay rent due and owing, notwithstanding the expiration or earlier termination of this Agreement.

(b) Any access necessary for electricity or other utilities will be at a location acceptable to Landlord and the servicing utility company. Landlord will not be responsible for interference with, interruption of or failure of any utility services supplied to Tenant.

(c) Tenant, Tenant's employees, agents and contractors shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge for any purpose relating to communication system. Tenant shall provide twenty-four hour oral or written notice to Landlord prior to any visit to the Premises for routine maintenance and repair. Notwithstanding the foregoing, Tenant may access the Premises upon shorter notice in the event of an emergency. Landlord grants to Tenant, and Tenant's agents, employees and contractors a non-exclusive right for pedestrian and vehicular ingress and egress across the Land for the duration of this Agreement.

(d) Landlord shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Landlord shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Tenant's use of such roadways. Upon notice to Tenant, Landlord shall have access to the Premises for any lawful purpose of Landlord, including inspection, maintenance and repair. Tenant has the right to have a representative of Tenant present during Landlord's access, provided that Tenant's failure to send a representative at the scheduled date and time shall not delay Landlord's access.

7. Interference.

(a) Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission (hereinafter referred to as the "FCC") requirements and in a manner that will not cause interference to Landlord or other lessees or licensees of the Property, including, specifically, any such installations that predate the installation of the Tenant Facilities.

(b) Subsequent to the installation of the Tenant Facilities, Landlord will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Property or property contiguous thereto owned or controlled by Landlord, if such modifications are likely to cause interference with Tenant's operations. In the event interference occurs, Landlord agrees to use commercially reasonable efforts to eliminate such interference in a reasonable time period.

(c) Tenant acknowledges and agrees that it has evaluated the potential for interference with radio frequency and communication facility uses and equipment that currently exist on the Property or that may exist thereon in the future pursuant to such agreements as may be or may have been entered into prior to the date hereof (hereinafter referred to as the "**Other Uses and Equipment**"). In connection therewith, Landlord warrants and represents that it has disclosed to Tenant each and every agreement covering such Other Uses and Equipment. Tenant warrants that its use of the Premises will not interfere with the Other Uses and Equipment and Landlord's facilities on the Property as long as the same operate and continue to operate within their frequencies, and in accordance with all applicable laws and regulations.

(d) Landlord shall provide Tenant with written notice of any claim that Tenant's use is the cause of radio frequency interference with Landlord or any of Landlord's other lessees' or licensees' radio frequency operations. Tenant has thirty (30) days to investigate such claim of interference and, in the event that Tenant's

use is the cause thereof, to eliminate such interference; provided, however, that in the event such interference cannot be resolved within thirty (30) days, Tenant has such additional period of time as may be reasonably necessary to eliminate such interference, provided that Tenant is working diligently to resolve such interference.

8. **Taxes.** If personal property taxes are assessed, Tenant shall pay any portion of such taxes directly attributable to the Tenant Facilities. Landlord shall pay all real property taxes, assessments and deferred taxes on the Property. If any increase to Landlord's real property taxes is directly attributable to Tenant's improvements on the Premises, then Tenant shall reimburse the Landlord that proportionate share of such tax increase provided that, as a condition of Tenant's obligation to pay such tax increases, (i) Landlord provide to Tenant the documentation from the taxing authority, reasonably acceptable to Tenant, indicating that the increase is due to Tenant's improvements, and (ii) if appropriate, Landlord file, at no cost to Landlord, a timely protest with the appropriate taxing authority, and consent to Tenant's intervention and prosecution of the same. Landlord and Tenant shall cooperate with each other in the protest of any such assessment by providing each other with information regarding the relative valuation of their property, and by allowing each other to participate in any proceeding related to the tax protest. Nothing in this paragraph shall be construed as limiting either party's right to contest, appeal, or challenge any tax assessment.

9. **Waiver of Landlord's Lien.** Landlord waives any lien rights it may have concerning the Tenant Facilities which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Landlord's consent.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by Tenant if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Tenant Facilities despite Tenant's commercially reasonable diligent efforts; or (iii) if Tenant does not maintain insurance required by Section 12 of this Agreement; or (iv) by Tenant if Tenant is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Tenant if Tenant determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference. For purposes of this paragraph, "signal interference" shall include any performance degradation, misinterpretation, or loss of information to a radio communications system caused by (i) unwanted energy emissions, radiations, or inductions, or (ii) physical barriers including, but not limited to, walls, signage, metal frames or other structures, and which materially affects Tenant's operations.

11. **Destruction or Condemnation.**

(a) If the Premises or all or portions of the Building or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Landlord no more than ninety (90) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation.

(b) If the Premises or all or portions of the Building are damaged, destroyed, condemned or transferred in lieu of condemnation, Landlord may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Tenant no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation.

12. Insurance. Tenant shall purchase and maintain and shall require all contractors, vendors or agents (each hereinafter referred to as, a "**Vendor**") to purchase and maintain comprehensive general liability insurance including protective liability, products and completed operations and contractual liability coverage protecting Tenant, Vendor, Landlord, and such other parties as Landlord may request. Minimum limits of liability shall be \$1,000,000 combined single limit and \$2,000,000 annual aggregate, per accident to protect against any loss, damage, or claim of any third party for bodily injury, death, personal injury, fire damage, property damage, and for legal liability for personal injuries caused by the operations, acts or omissions of the Vendor or Tenant or those acting on behalf of Tenant. Coverage shall be Occurrence based; claims made coverage will not be accepted. Tenant and all Vendors shall carry comprehensive automobile liability with minimum limits of \$1,000,000 combined single limit for Bodily Injury and Property Damage claim. Tenant and all Vendors shall maintain Worker's Compensation Insurance in accordance with all statutory requirements. Landlord shall be named as an additional insured on the Tenant's policies. Tenant shall provide a certificate of insurance for itself and any Vendors evidencing the coverage required by this paragraph upon the Effective Date, and thereafter annually and upon renewal of any insurance. All such policies shall, to the extent obtainable, contain an agreement by the insurers that such policies shall not be canceled without at least thirty (30) days prior written notice to Landlord.

13. Liability and Indemnity. Tenant shall indemnify, defend and hold the Landlord, its principals, employees, representatives, and agents, harmless from and against all claims losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (hereinafter referred to collectively as the "**Losses**") arising from the Tenant's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the Tenant's agents, employees or contractors in or about the Property. The duties described in this Paragraph 13 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

14. Assignment and Subletting. Tenant may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Landlord. Upon any permitted assignment, Tenant shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Tenant's obligations herein. Landlord may assign this Agreement, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein, including but not limited to, those set forth in Paragraph 9 ("**Waiver of Landlord's Lien**") above. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

15. **Warranty of Title and Quiet Enjoyment.** Landlord warrants that: (i) Landlord owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date; and (ii) Landlord covenants and agrees with Tenant that Tenant may peacefully and quietly enjoy the Premises, provided that Tenant is not in default hereunder after notice and expiration of all cure periods.

16. **Repairs.** Tenant shall repair any damage to the Premises or Property caused by the negligence or willful misconduct of Tenant. Upon expiration or termination hereof, Tenant shall restore the Premises to substantially the condition in which it existed upon start of construction, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

17. **Hazardous Material.**

(a) As of the Effective Date of this Agreement: (1) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any Environmental Law (as defined below), and (ii) it will not permit any third party Vendor to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Property in violation of any Environmental Law.

(b) Without limitation of Paragraph 13, Tenant shall indemnify, defend and hold the Landlord harmless from and against all Losses arising from (i) any breach of any representation or warranty made in this Paragraph 17 by Tenant; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result from operations in or about the Property by Tenant or Tenant's agents, employees or Vendors. The duties described in this Paragraph 17 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.

(c) **"Hazardous Material"** means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) **"Environmental Law"** means any and all federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, ruling, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

18. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) Both parties represent and warrant that their use of the Property and their personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.

(c) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Landlord:

The Danbury Hospital
24 Hospital Avenue
Danbury, Connecticut 06810
Attn: Facilities Department
203-739-7161

Tenant:

City of Danbury
Danbury Fire Department
21 New Street
Danbury, Connecticut 06810
Attention: Danbury Fire Chief
203-796-1550

With a copy to:

The Mayor of the City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(f) This Agreement shall be governed by the laws of the State of Connecticut.

(g) Landlord agrees to execute and deliver to Tenant a Notice of Lease in the form annexed hereto as Exhibit B and acknowledges that such Notice of Lease will be recorded by Tenant in the official records of the town where the Property is located. Upon expiration or earlier termination of this Agreement, Tenant agrees, at no cost to Landlord, to provide any such signed release document necessary to clear title of the Property from the above described Notice of Lease.

(h) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees to use commercially reasonable efforts to obtain and deliver to Tenant, within thirty (30) days following the Effective Date hereof, an executed non-disturbance and attornment instrument for each such mortgage or deed of trust in a form reasonably acceptable to both parties.

(i) Landlord agrees to fully cooperate, including executing necessary documentation, with Tenant to obtain information and documentation clearing any outstanding title issues that could adversely affect Tenant's interest in the Premises created by this Agreement.

(j) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(k) Each of the parties hereto represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Agreement.

(l) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

(m) All Exhibits annexed hereto form material parts of this Agreement.

(n) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original. Facsimile or scanned transmission of any signed original document, and retransmission of any signed facsimile or scanned transmission, shall be the same as delivery of an original. At the request of any party, the parties shall confirm facsimile or scan transmitted signatures by signing an original document.

19. **Marking and Lighting Requirements.** Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC.

20. **Redevelopment of the Building or Premises.**

(a) Landlord retains the right upon three (3) months' prior written notice to require Tenant to temporarily remove the Tenant Facilities from the Premises if necessitated by redevelopment of the Building that includes the Premises, including any associated demolition, reconstruction, redevelopment, remodeling or substantial alteration. The foregoing notwithstanding, the Landlord shall use its best efforts to give the Tenant six (6) months' prior written notice in the event that it must require the temporary removal of the Tenant Facilities from the Premises.

(b) In order to continue Tenant's operations from the Property, Tenant shall have the right (including the grant of all necessary access and rights-of-way), at Tenant's sole cost and expense to (i) construct, install and

maintain temporary facilities, including temporary or replacement antennas and antennas mounted on top of cranes, if necessary, in or about the Building and the surrounding common areas (including parking areas), in such locations reasonably acceptable to Tenant and Landlord and as will not interfere with any pre-existing tenants or any reconstruction efforts; or (ii) relocate the Tenant Facilities to another portion of the Property reasonably acceptable to Tenant and Landlord, similar in area and appropriateness for Tenant's continued operations from the Property (the "Alternate Premises"), subject only to the interests of other pre-existing tenants. Tenant and Landlord shall cooperate in good faith to schedule the relocation at a mutually agreeable time, taking into account the nature of the equipment to be relocated, the need to obtain or modify any government permits or approvals for Tenant's construction and installation work, and the need to schedule new engineering and construction work. If, in Tenant's reasonable discretion, there are no Alternate Premises suitable for the Tenant Facilities or Tenant's continued operations from the Property, Tenant shall have the right to terminate this Agreement effective upon Landlord's receipt of written notice from Tenant.

(c) Landlord shall complete such redevelopment of the Building and Premises with commercially reasonable promptness. Upon completion of the redevelopment, Tenant may either relocate the Tenant Facilities to the Premises, or continue its operations from the Alternate Premises. Tenant's decision to permanently relocate the Tenant Facilities to the Alternate Premises shall be subject to Landlord's approval, such approval not to be unreasonably withheld. If Tenant decides to permanently relocate the Tenant Facilities to the Alternate Premises, all references in this Agreement to the Premises shall be deemed to be references to the Alternate Premises and Tenant may, at its expense, prepare plans delineating the Alternate Premises which shall replace Exhibit "A" of this Agreement.

(d) Neither Tenant's acceptance of, nor relocation to, Alternate Premises, nor Tenant's payment of Rent after relocation or acceptance, shall constitute a waiver of Tenant's right to terminate this Agreement pursuant to Paragraph 10 above if the Tenant later determines that the Alternate Premises are no longer appropriate for Tenant's operations.

21. Estoppel. Upon not less than thirty (30) business days prior written notice by either party, the non-requesting party shall execute, acknowledge and deliver to the requesting party a statement (hereinafter referred to as the "**Estoppel Certificate**") in writing certifying that this Agreement is unmodified and in full force and effect or, if modified, describing such modification(s) and that the requesting party is not in default except as specified in such statement, in regard to any of its obligations under this Agreement. The Estoppel Certificate shall further set forth the Rent then payable herein, the dates to which Rent has been paid in advance, if any, and verification of any other terms and conditions contained in this Agreement as may reasonably be required by the requesting party's lender, purchaser, assignee or sublessee. Said statement shall be accurate and binding on the party executing same and may be relied upon by any such person as herein described at whose insistence the Estoppel Certificate was prepared and or delivered.

22. Non-Use Of Name. Tenant shall not use or permit the use of the Landlord's name or likeness in any advertising or promotional media as a customer or client of Landlord without prior written consent of the Landlord.

23. Compliance with Laws and Policies. Tenant shall render all services hereunder in a competent, prompt and professional manner, and in accordance with any and all applicable federal, state and local statutes, rules and regulations.

Z-11

SIGNATURES ON FOLLOWING PAGE

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Signed, Sealed and Delivered
in the Presence of:

THE DANBURY HOSPITAL

By: _____, its _____

THE CITY OF DANBURY

By: Mark D. Boughton, Mayor

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD) ss.: _____, 2016

Personally appeared _____ who acknowledged her/himself to be the _____ of The Danbury Hospital, a Connecticut corporation, and that she/he, as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as _____, as her/his and its free act and deed.

In witness whereof I hereunto set my hand and seal.

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT)

) ss.: Danbury

_____, 2016

COUNTY OF FAIRFIELD)

Personally appeared Mark D. Boughton, who acknowledged himself to be the Mayor of the City of Danbury, and that he, as such Mayor, being authorized to do so, executed the foregoing instrument on behalf of said City of Danbury, as his free act and deed as such Mayor and as the free act and deed of said municipality, before me.

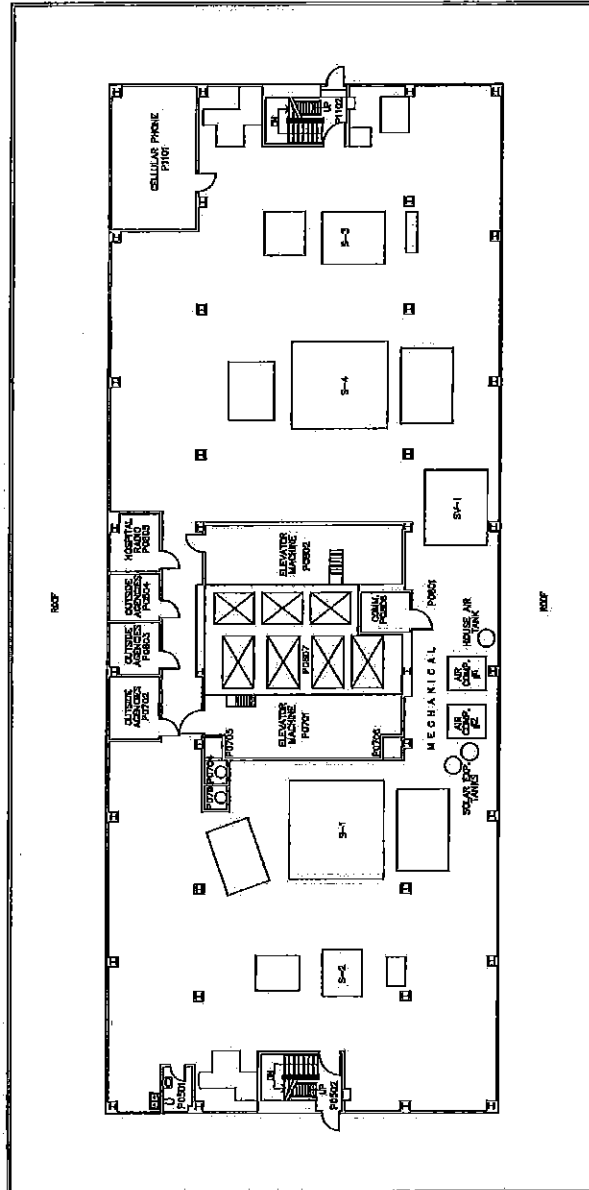
In witness whereof I hereunto set my hand and seal.

Commissioner of the Superior Court
Notary Public

2-14

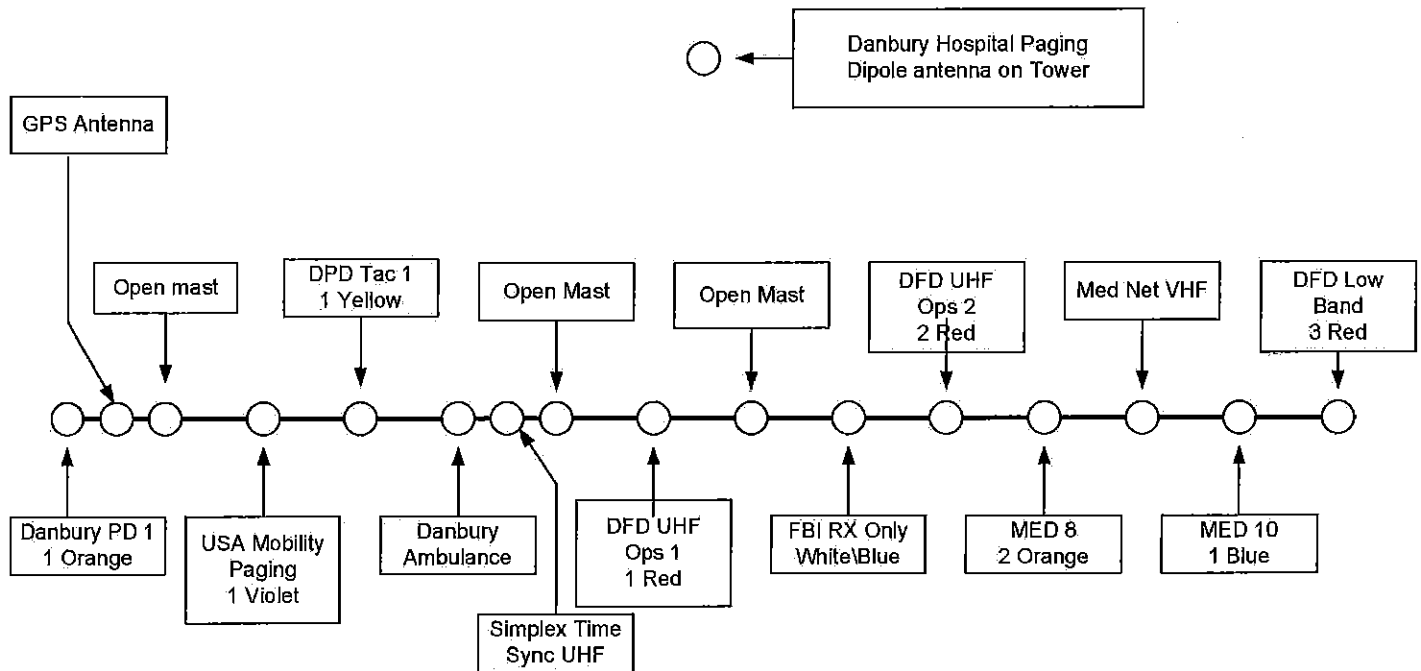
EXHIBIT A
(DESCRIPTION OF PREMISES TO BE ATTACHED)

EXHIBIT A-1



Danbury Hospital	SHEET NUMBER
Facilities Design Department	T-13
TOWER BUILDING	
THIRTEENTH FLOOR - PENTHOUSE MECH.	
SCALE: NOT TO SCALE	DATE: 11-18-2013
DRAWN BY: S.A.A./A	REVISIONS: 2013

EXHIBIT A-2



DANBURY HOSPITAL ANTENNA AS BUILT
10-16-2014

Northeastern Communication Inc.
Drawn By Eric Fine
203-568-6950

EXHIBIT B

to the Agreement dated _____, 2016, by and between _____, a _____, as Landlord,
and Tenant, Tenant, as Tenant.

**RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:**

**NOTICE OF LEASE
[Site Number] / [Site Name]**

This NOTICE OF LEASE is entered into on this _____ day of _____, 2016, by _____, a
_____, with an address at 24 Hospital Ave, Danbury, CT (hereinafter referred to as "**Owner**" or
"**Landlord**") and Tenant with an address at _____ (hereinafter referred to as "**Tenant**" or "**Tenant**").

1. Owner and Tenant entered into a Communications Site Lease Agreement ("**Agreement**") on the
_____ day of _____, 2016, ("**Effective Date**") for the purpose of Tenant of installing, operating
and maintaining a communications facility and other improvements at Landlord's Property located at 24
Hospital Ave, Danbury, CT. All of the foregoing is set forth in the Agreement.
2. The term of Tenant's tenancy under the Agreement is for five (5) years commencing on the
Effective Date, and will auto-renew for five (5) year terms.
3. The portion of the Property being leased to Tenant and all necessary access and utility easements
(the "**Premises**") are set forth in the Agreement.
4. A copy of the Agreement is on file at the offices of the Owner set forth above.

In witness whereof, the parties have executed this Notice of Lease as of the day and year first written
above.

LANDLORD:

TENANT:

By: **NOT FOR EXECUTION – EXHIBIT
ONLY**

By: **NOT FOR EXECUTION – EXHIBIT
ONLY**

Name
:

Name
:

Title:

Title:

Date:

Date: